



Retailer Application for Retail Financing

Retailer Name: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____ Company Website: _____

D.B.A. (if other than corporate): _____

Primary Business Address: _____
Street City State Zip Code

Mailing Address (if different): _____
Street City State Zip Code

SALES LOT LOCATIONS:

1. _____
Street City State Zip Code Lot Manager(s) Phone
2. _____
Street City State Zip Code Lot Manager(s) Phone
3. _____
Street City State Zip Code Lot Manager(s) Phone

Year Started Business: _____

Presently Operating as a (check one): Proprietorship Partnership Corporation

Retailer License Number: _____ ()

Sales Tax Number: _____ ()

FINANCIAL INSTITUTIONS PROVIDING RETAIL AND/OR FLOOR PLAN FINANCING:

1. _____
Name of Institution Phone Contact Person
2. _____
Name of Institution Phone Contact Person
3. _____
Name of Institution Phone Contact Person
4. _____
Name of Institution Phone Contact Person

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125 Mooney Drive, Ste 1
Bourbonnais, Illinois 60914



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Owner/Officer Information

1. Owner/Officer Name: _____ Title: _____
 Home Address: _____
 City, State, Zip Code: _____ Social Security #: _____

2. Owner/Officer Name: _____ Title: _____
 Home Address: _____
 City, State, Zip Code: _____ Social Security #: _____

3. Owner/Officer Name: _____ Title: _____
 Home Address: _____
 City, State, Zip Code: _____ Social Security #: _____

PLEASE PROVIDE THE FOLLOWING AS ATTACHMENTS:

Current Financial Statements prepared by CPA or Licensed Accountant for the past two (2) years.

Articles of Incorporation.

Copy of License.

Triad Financial Services, Inc. will be reviewing owner(s) credit and financials prior to being approved. Personal guaranties may need to be required if less than two (2) years in business and/or net worth is less than \$50,000.

The undersigned hereby authorizes Triad Financial Services, Inc. or its authorized representative(s) (collectively known as "Triad") to obtain such information as it deems necessary to evaluate its credit risk, including but not limited to reports of third party credit reporting agencies, and any transaction or account information from any financial institution with which the undersigned has or has had any loan, savings or other deposit account. The undersigned hereby agrees to hold Triad and financial institution harmless from any and all claims arising out of the provision of such information by financial institution to Triad in connection with this application. The undersigned further represents that the information contained in this application was provided to Triad voluntarily and is true and correct.

_____ Signature	_____ Date	_____ Title
_____ Signature	_____ Date	_____ Title
_____ Signature	_____ Date	_____ Title

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Resolution

I, _____,
do hereby certify that I am the duly elected and qualified secretary and keeper of the corporate records and corporate seal of _____, a corporation organized and existing under the State of _____, and that the following is a true and correct copy of certain resolutions unanimously adopted at a meeting of the Board of Directors of said corporation held in accordance with the law and charter and by-laws of said corporation at _____, (City) on the ____ day of _____, A.D., _____, at which meeting a quorum was present, and that said resolutions are set forth in the minutes of said meeting, have not been repealed or modified, and are now in full force and effect.

BE IT RESOLVED: That the persons whose signatures appear below or any one of them are and each of them is authorized to execute, sell, assign security agreements, retail installment contracts, documents of title and to endorse said notes and other documents in the name of the undersigned either with or without recourse, and to sign all other instruments on behalf of the undersigned relative to retail financing.

I further certify that the names of the present officers, agents, and employees of this corporation authorized to act and sign for and on behalf of this corporation are as follows, and that the genuine signatures of such officers, agents and employees of this corporation are as follows, and that the genuine signatures of such officers, agents and employees appear opposite their respective names.

Type or Print Name	Signature
PRESIDENT _____	_____
VICE PRESIDENT _____	_____
TREASURER _____	_____
SECRETARY _____	_____
AGENT _____	_____
AGENT _____	_____

IN THE WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this _____ day of _____ A.D., _____.

Secretary



Certificate of Authorized Signatures

The undersigned hereby certifies that the signature appearing in the spaces following: are the genuine signatures of the persons named in each case and that they are each authorized to execute and/or endorse on behalf of the undersigned, notes, acceptances, contracts, chattel mortgages and assignments thereof, used in connection with the retail financing of manufactured homes, recreational vehicles, or other chattels with your corporation. This authorization is to be effective until further written notice to the contrary is given to you.

Signature	Print or Type Name & Title

Business Name _____ City _____ State _____ Zip Code _____

_____/_____/_____
Month Day Year

Retailer Name

Signature/Title

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Power of Attorney and Agent in Fact

TO: TRIAD FINANCIAL SERVICES, INC.

The undersigned hereby authorizes, appoints and empowers Ross Eckhardt and any other duly elected officers of Triad Financial Services, Inc. as our agent and Attorney In Fact, to, on behalf of the undersigned, prepare, execute, correct and sign, chattel note assignments, title applications, lien receipts, manufacturers certificate of origin as required on loan documents, and generally to perform all acts and do all things necessary or expedient, in connection with and for the purpose of, the completion of any documents necessary in the financing of manufactured home instruments delivered to Triad Financial Services, Inc.

IN WITNESS WHEREOF, the Undersigned has caused this instrument to be executed by its proper officer this ____ day of _____, _____.

Owner Signature

Retailer Name

Witness

Retailer's Address: _____
Street City State Zip Code

I, _____ Notary Public in and for said state, hereby certify that _____ whose name is signed to the foregoing power of attorney instrument, and who is known to me, acknowledged before me on this day that with full authority, executed the same as the act of said Corporation or Company.

Given under my hand and official seal, this ____ day of _____, _____.

STATE OF: _____ COUNTY OF: _____

Notary Public



Universal Lender-Retailer Agreement

This Agreement made and entered into at _____, this _____, by and between the party providing financing for the sale of Manufactured Homes. Hereinafter called the “**Lender**” and _____, hereinafter called the “**Retailer**”.

WITNESSETH THAT the parties hereto **AGREE** as follows:

1. The Lender or Lender’s service company, **Triad Financial Services, Inc.**, will make available to the Retailer loan credit applications, retail installment contracts and security agreements or promissory notes and disclosure statements, rates and other documents and information pertaining to the program on Units for the purpose of facilitating the Retailer’s sales for the financing of new and used Units.
2. A retail buyer of the Retailer desiring to finance a purchase of a Unit will be given disclosures by Retailer and complete a loan credit application at the Retailer’s place of business. Lender has the right to accept or reject the application. After approval by the Lender, and upon delivery of the Unit to the buyer, the Retailer is authorized to deliver to the Lender all the necessary documents required by the Lender, including but not limited to the promissory note and the disclosure statement, or retail installment contract and security agreement, the Certificate of Title in the buyers name with the Lender’s notation of lien thereon, or instruments necessary to obtain such title, and those required documents as illustrated on the Check sheet supplied by the Lender. Upon receipt of these documents in a form acceptable to Lender, the Retailer will receive as a disbursement from the loan proceeds, the monies due from the transaction.
3. The Retailer has all necessary licenses or permits to perform its obligations hereunder and will maintain them. The Retailer hereby warrants that to the best of their knowledge each note, or sales contract and disclosure statement, and loan credit application furnished hereunder to the Lender as being genuine and what they purport to be; that they arose from the sale of a Unit which has been delivered; that the terms of sale stated therein are correct; that the Unit being financed is clear of all encumbrances, other than that of Lender on Retailers floor plan and is not subject to any claim or cancellation; that the borrower or borrowers are of the legal age to contract, that the contract is not a “straw purchase” or “buy for”; and that the down payment on the Unit shall actually be the amount shown on the contract and that the down payment is in cash unless otherwise indicated. All sales transactions and obligations of Retailer hereunder are in full compliance with all applicable laws, rules and regulations.

If any of the forgoing warranties shall be untrue, the Retailer shall pay to the Lender upon demand an amount equal to the net unpaid balance owing on the transactions involved, plus any and all costs and expenses paid or incurred by the Lender in respect thereto upon receipt of these amounts, Lender shall assign to Retailer the affected contracts.

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UNIVERSAL LENDER-RETAILER AGREEMENT
Page 2

- 4. This Agreement shall be effective as of the date of its execution by both parties, and shall apply to all loans made by the Lender hereunder. This Agreement Shall continue in force until terminated at the election of either party by giving thirty (30) days notice in writing to the other, provided however, that any such termination shall not affect the respective rights and obligations of the parties with respect to loans made by the Lender prior to the effective date of termination.
- 5. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. Retailer may not sell, transfer or assign this Agreement without the prior written consent of Lender. Any amendment hereto must be signed by Lender.
- 6. Retailer will make its books and records pertaining to loans submitted to Lender available to Lender. Retailer and Lender will keep all information generated pursuant to this Agreement, including customer information or lists, confidential and will not use or disseminate any such information.

IN WITNESS WHEREOF, the Retailer has caused this Agreement to be executed by its officer duly authorized on the day and year first above written, with the understanding that Triad Financial Services, Inc. shall maintain the original of this Agreement as signed by Retailer in its files and is hereby authorized to present a photocopy of this Agreement for signing to any potential Lender of its choosing, which shall constitute an executed original when signed by said Lender.

_____	_____
Name of Retailer	Name of Lender
_____	_____
Retailer Authorized Signature	Lender Signature
_____	_____
Retailer Witness	It's

Date Signed by Retailer	

TRIAD FINANCIAL SERVICES, INC.

By

It's

Revised 05/01/06

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Addendum to Manufactured Housing Agreement Land-Home Program

AGREEMENT made effective as of this _____ day of _____, 20_____, between _____, hereafter referred to as "Dealer", and Triad Financial Services, Inc., hereafter referred to as "TFS."

WHEREAS, TFS has entered into strategic agreements with certain lending institutions whereby TFS originates and closes said lending institutions real estate loan programs for the financing of Manufactured Housing.

NOW THEREFORE, in consideration of the representations, obligations, covenants and conditions hereinafter set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, Dealer agrees as follows:

1. TFS and its lenders are hereby appointed Dealer's attorney-in-fact for the purpose of executing and endorsing the Dealer's name upon and negotiating any checks, drafts, money orders, or other forms of payment or documents that may come into the possession of TFS or its lenders, in connection with any transactions.
2. Dealer hereby covenants, warrants, and represents that all loan transactions shall be in compliance with all applicable federal, state, and local laws, regulations, and ordinances.
3. Dealer hereby covenants, warrants, and represents that all contracts submitted by Dealer to TFS and its lenders will be valid deferred payment obligations for the amounts therein set forth, covering the sale of merchandise owned by Dealer (free of encumbrance unless otherwise disclosed to TFS or its lenders), which Dealer has a legal right to sell; that such contracts are not subject to disputes, offset, or counterclaim; that the description of said merchandise or services rendered therein contained are all in respects true and complete; that the purchasers named on all contracts are bona fide and have legal capacity to make such contract; that the down payments made by the purchasers named in such contracts have been made in verifiable funds and not its equivalent unless otherwise disclosed to TFS and all applicable lenders. Dealer hereby covenants and warrants that the manufactured home and all related services affiliated with the sale to the customer will be finished to the reasonable satisfaction of the customer and all obligations of warranty to the customer either expressed or implied will be fulfilled by the Dealer. All loans hereunder shall be acceptable to all lenders and include approved program terms, covenants, and conditions acceptable to the lending institution chosen.
4. Upon any loan originated by the Dealer that contains fraud or any deemed misrepresentation from the Dealer or consumer, the consumer fails to make any construction interest payment, consumer or dealer fails to comply with any modification loan or closing conditions, the dealer does not complete the necessary work required for the loan to modify within the construction period or construction extension document, Dealer shall within thirty (30) days of notification, repurchase the contract for a purchase price equal to the full amount owing on the contract plus any and all costs incurred by the lender or TFS. Said remedy shall not affect any other rights of said lender or TFS against Dealer.

Initial: _____

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ADDENDUM TO MANUFACTURED HOUSING AGREEMENT

Page 2

5. TFS or the lender shall be under no duty to notify Dealer of any default on the part of the Dealer with reference to the term of this agreement, or to notify Dealer of any default under any installment contract or loan subject to this agreement. The lender and TFS shall not be required to make formal tender of demand for the repurchase of contracts pursuant to this agreement. Dealer hereby agrees that the lender may continue to make collections on any account to be repurchased until the payment of the repurchase amount. TFS or the lender may extend the time of payments or make any compromise, adjustment, modification, or alteration that it deems reasonable without notice or consent of Dealer. These modifications will not in any manner affect the obligation of the Dealer to repurchase any contract or note pursuant to this agreement.
6. If a claim for monies or any obligations owed by Dealer to TFS or lenders is asserted in any legal proceeding before a court of competent jurisdiction or an arbitrator, or if TFS is required to enforce any part of this Agreement in a judicial, arbitration, or other legal proceeding, TFS and its lender shall be entitled to recover from the other its costs and expenses, including reasonable accounting, paralegal, legal, expert witness, mediator, arbitrators' and attorneys' fees, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If TFS or its lenders are required to engage legal counsel in connection with any failure by the Dealer to pay or cause to be paid when owed, amounts due or to submit when due any reports, information or supporting records, or in connection with any failure to otherwise comply with this Agreement, Dealer shall reimburse TFS and its lenders for any of the above-listed costs, attorneys' fees and expenses incurred. Dealer hereby waives to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against TFS and its lenders, and agrees that any legal recovery will be for only actual damages sustained. Dealer irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by Dealer. Any and all claims arising out of or relating to this Agreement or the relationship of TFS and Dealer in connection with Dealer's business practices shall be deemed waived unless an action or proceeding is commenced within two (2) years from the date the Dealer or TFS knew or should have known of the facts giving rise to such claims.
7. No failure of TFS to exercise any power reserved under this Agreement, or to insist on strict compliance by Dealer with any of its obligations or conditions, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of TFS's right to demand strict compliance with the terms of this Agreement. Waiver by TFS of any particular default by Dealer shall not affect or impair TFS's right in respect to any subsequent default of the same or of a different nature. No delay, waiver, forbearance or omission of TFS to exercise any power or rights arising out of any breach or default shall impair TFS's rights, nor shall this failure constitute a waiver by TFS of any rights or the right to declare any subsequent breach or default. Subsequent acceptance by TFS of any payments due shall not be deemed to be a waiver by TFS of any preceding breach by Dealer of any terms, covenants or conditions of this Agreement.
8. TFS may terminate this Agreement with or without cause at any time during the term (or renewal thereof), by giving Dealer notice that the Agreement shall cease immediately upon Dealer's receipt of such notice. Said termination shall in no way affect the Dealer's obligations for all business transaction prior to the effective date of said termination.

Initial: _____

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ADDENDUM TO MANUFACTURED HOUSING AGREEMENT

Page 3

9. This agreement shall be in force in conjunction with the previously executed Triad Financial Services, Inc. Universal Lender-Dealer Agreement and is assignable by Triad to any lender.
10. The assessment and/or collection of any responsible loan fees or dealer fees shall not be deemed to be a waiver of any other rights of TFS hereunder, such as to declare a breach or termination of this Agreement. Dealer authorizes TFS to deduct any delinquent amounts due to TFS by Dealer from any loan proceeds.
11. Notwithstanding any of the provisions herein, this agreement shall not bind TFS or any lender to purchase or cause to be purchased any installment contract or note.
12. This Agreement may not be assigned by Dealer. If a corporation or partnership, Dealer understands that its appointment under this Agreement as a Dealer is based on the acceptance by TFS certain identified principals of Dealer, who act as partners or controlling shareholders. An assignment shall be deemed to have occurred if over forty-nine percent (49%) of all partnership interests have been transferred to other than the original partners/principals who entered into this Agreement or if the interest of a general partner (if Dealer is a limited partnership) is transferred. The transfer of more than 49% of the outstanding capital stock or voting power of Dealer's corporation shall likewise be deemed to be an assignment. All transfers of ownership to any extent in Dealer's business, even if less than 49%, shall immediately be reported to TFS by the Dealer. This Agreement may be assigned in whole or in part by TFS without prior approval of Dealer and such assignment shall not modify or diminish Dealer's obligations hereunder; and any assignee of TFS shall uphold all obligations set forth in this Agreement of TFS.
13. This Agreement and any documents referred to herein shall be deemed in addition to the Triad Financial Services, Inc. Universal Lender-Dealer Agreement between TFS and Dealer. Each section, part, term and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision is determined to be invalid and contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, then such determination shall not impair the operation or affect the remaining portions, sections, parts, terms or provisions of this Agreement and the latter will continue to be given full force and effect and to bind the parties to the Agreement. This Agreement shall be interpreted, construed and governed by the laws of the State of Florida.
14. Dealer represents that he/she has read this Agreement and has been given the opportunity to clarify any provisions and information that he/she did not understand and to consult with an attorney or other professional advisor. Dealer further represents that he/she in fact does so understand all terms, conditions and obligations set forth in this Agreement, and hereby agrees to be bound by them.
15. The headings used herein are for purposes of convenience only and shall not be used in construing the provisions hereof.

Initial: _____

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IN WITNESS WHEREOF, the parties have executed this Dealer Agreement, effective as of the date first above written.

TRIAD FINANCIAL SERVICES, INC.

DEALER: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Revised 8/23/04

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Personal Guaranty

In consideration of, and in order to induce Triad Financial Services, Inc., to purchase retail installment contracts from _____ "Retailer" under the terms of the Universal Lender – Retailer Agreement previously executed by Retailer, the undersigned (each, any and all of whom are hereinafter called "Guarantor" guarantees full and prompt payment to Triad Financial Services, Inc., of all obligations of Retailer to Triad Financial Services, Inc., resulting from the giving of false information on applications, contracts or other loan documents by any representative or employee at the above written Retailer.

This Guaranty shall inure to the benefit of Triad Financial Services, Inc., and its successors and assigns and shall be binding upon Guarantor and the executor(s), successor(s) and/or other legal representatives of Guarantor. If this Guaranty is signed by more than one person, whether or not they are members of a partnership, it shall be the joint and several obligation of said persons.

Guarantor agrees to pay all of Triad Financial Services, Inc., costs and expenses, including attorneys' fees and legal expenses incurred in connection with the enforcement of this Guaranty. This Guaranty binds the undersigned by the sole fact that it bears the undersigned's signature.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed as of this _____ day of _____, _____.

Witness: _____ Guarantor: _____
Type or print name of Guarantor

Print Name: _____ Signature: _____

Witness: _____ Guarantor: _____
Type or print name of Guarantor

Print Name: _____ Signature: _____

State of _____

County of _____

On this _____ day of _____, _____, before me personally appeared _____

Known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing Guaranty and acknowledged that he (they) voluntarily executed the same for the purposes therein contained.

In Witness Whereof, I Hereunto set my hand and Official Seal.

Notary Public My Commission Expires: _____

Printed Name



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Authorization/Release for Businesses and Individuals

_____ (name), _____, (city) _____ (state) (the "Applicant") acknowledges that it is in the best interest of both Applicant and Triad Financial Services, Inc., Bourbonnais, Illinois ("Lender") for Lender to perform due diligence concerning Applicant's background and experience. Applicant further acknowledges that Applicant benefits from the efficiencies in the due diligence process that are possible when Lender and other similarly-situated entities in the industry exchange information about their experiences in doing business with individuals and companies such as Applicant. Therefore, Applicant hereby consents and gives Lender permission to submit the name of Applicant's company and any and all employees of that company for screening through any and all industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Applicant understands that Lender performs quality control reviews of the loans that Applicant submits to Lender for registration, review, underwriting, and/or purchase. Applicant understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Applicant agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not Applicant or its employees are implicated in the misrepresentations and/or irregularities. Applicant hereby releases and agrees to hold harmless Lender, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Lender or any other MIDEX subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system, and used in any way by Lender or any other MIDEX subscriber.

Signed for Applicant:

Signed for Lender:

(Print or Type Name)

(Print or Type Name)

Its _____

Its _President – Midwest Region_____

Company:

Company:

Triad Financial Services, Inc.

Address:

Address:

125 Mooney Drive, Ste 1

Bourbonnais, IL 60914

Date: _____

Date: _____

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Fax Authorization

I understand that by providing my fax number I consent to receive faxes sent to me by Triad Financial Services Inc. These faxes will contain industry information and updates, rate sheet and other information pertinent to our industry.

My fax number is _____

Company _____

City / State _____

Signature _____

Revised 5/29/2008

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Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.